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Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

In the Matter of

Application of Ameritech  
Michigan Pursuant to Section  
271 of the Telecommunications  
Act of 1996 to Provide In-  
Region, InterLATA Services in  
Michigan

CC Docket No. 97-1

Volume 1.6:  
Interconnection Agreement between  
WinStar Telecommunications, Inc.  
and  
Ameritech Michigan

**Supplemental Filing**

1. Page 1 of the Pricing Schedule attached to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of November 27, 1996.
2. Exhibit B, Chart and Agreement for Enhanced 9-1-1 Service, dated November 17, 1996.

**STATE OF MICHIGAN**  
Michigan Public Service Commission

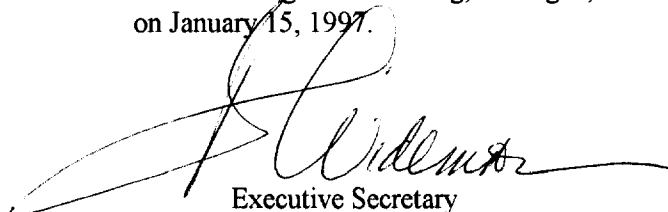
SS.

I, Dorothy Wideman, Executive Secretary of the Michigan Public Service Commission, certify that the attached copy, with the Michigan Public Service Commission seal, filed in Case No. U-11285, of

Ameritech Michigan's December 18, 1996 Joint Application for Approval of Interconnection Agreement, with supporting Exhibits and Affidavit, between WinStar Wireless of Michigan, Inc. and Ameritech Information Industry Services, Inc., a division of Ameritech Services, Inc., on behalf of Ameritech Michigan,

is a true and correct transcript of the original.

Sealed and signed at Lansing, Michigan,  
on January 15, 1997.



Executive Secretary



Corporate  
6425 S. Pennsylvania Suite 5  
Lansing, MI 48911  
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Paul La Schiazza  
Vice President - Regulatory

December 18, 1996

MICHIGAN PUBLIC SERVICE  
FILED

DEC 18 1996

COMMISSION

Ms. Dorothy Wideman  
Executive Secretary  
Michigan Public Service Commission  
6545 Mercantile Way, P.O. Box 30221  
Lansing, MI 48909

**Re: Joint Application of WinStar Wireless  
of Michigan, Inc. and Ameritech Michigan  
MPSC Case No. U-11285**

Dear Ms. Wideman:

Enclosed for filing are an original and 15 copies of the Joint Application For Approval Of Interconnection Agreement of with supporting Exhibits and Affidavit, requesting Commission approval of an Interconnection Agreement between WinStar Telecommunications, Inc., on behalf of WinStar Wireless of Michigan, Inc. (WinStar), and Ameritech Information Industry Services, Inc., a division of Ameritech Services, Inc. on behalf of Ameritech Michigan.

Very truly yours,

Paul La Schiazza  
(ls)

PVL/jrl  
Enclosures



MICHIGAN PUBLIC SERVICE  
FILED  
DEC 18 1996  
COMMISSION

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval )  
of an Interconnection Agreement between )  
WinStar Telecommunications, Inc. on behalf )  
of WinStar Wireless of Michigan, Inc., and )  
Ameritech Information Industry Services, etc., )  
on behalf of Ameritech Michigan. )

Case No. U-11285

**JOINT APPLICATION FOR APPROVAL OF  
INTERCONNECTION AGREEMENT**

WinStar Wireless of Michigan, Inc. and Ameritech Michigan<sup>1</sup> hereby jointly apply to the Michigan Public Service Commission (Commission) pursuant to Section 203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1), and Section 252(e)(1) of the Telecommunications Act of 1996<sup>2</sup> (the Act), for approval of an Interconnection Agreement dated as of November 27, 1996 (The Agreement) by and between WinStar Telecommunications, Inc., on behalf of WinStar Wireless of Michigan, Inc. (WinStar), and Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Ameritech Michigan. A copy of the Agreement is attached hereto as Exhibit A. In support of this Application, WinStar and Ameritech Michigan state as follows:

1. WinStar Wireless of Michigan, Inc., is a Delaware corporation, authorized to do business in Michigan.

<sup>1</sup>Michigan Bell Telephone Company, a Michigan corporation, is a wholly-owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the states of Michigan, Illinois, Wisconsin, Indiana, and Ohio. Michigan Bell offers telecommunications services and operates under the names "Ameritech" and "Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the state of Michigan.

<sup>2</sup>Pub. L. No. 104-104 110 Stat. 56 (1996) (to be codified at 47 USC 151, et. seq.)

2. Ameritech Michigan is a Michigan corporation, engaged in providing telecommunications services to the public in its various exchanges and zones throughout the state of Michigan.

3. On February 13, 1996, WinStar Wireless of Michigan, Inc., filed an Application with the Commission in Case U-11037 for issuance of a license to provide basic local exchange service on both a resale and facilities basis in Michigan, primarily in the Detroit LATA area. On June 26, 1996, the Commission issued an Order approving WinStar's Application.

4. WinStar made a written request to negotiate interconnection arrangements with Ameritech Michigan on June 27, 1996. The request was made pursuant to Sections 251 and 252 of the Act. Thereafter, the parties engaged in good faith negotiations as required by the Act, leading to the execution of the Agreement dated November 27, 1996.

5. The Agreement has an initial two (2) year term and establishes comprehensive financial and operational terms for: the physical interconnection between WinStar's and Ameritech Michigan's networks; mutual and reciprocal compensation for exchange of traffic originated on their respective networks; unbundled access to Ameritech Michigan network elements; physical and/or virtual collocation; number portability; resale; access to databases; and a variety of other business relationships.

6. The following represents a more detailed summary of the essential terms and conditions of the Agreement:

a. Interconnection

Interconnection is mutual and reciprocal. Physical interconnection will be made through one or more of the following methods: (i) Fiber Meet using SONET technology; (ii) Wireless Meet; (iii) collocation; (iv) any other method agreed upon by the parties in advance of the activation date for a given LATA; or (v) any other interconnection method provided by applicable law.

This will assure seamless transfer of calls between the parties' respective customers.

b. Transmission and Routing of Telephone Exchange Service Traffic

Two-way trunks will be utilized as the direct transmission vehicles, as agreed upon by the parties. Connecting trunks allow for the joint provision of exchange access and parallel existing meet point billing arrangements. Ancillary trunk groups will be utilized for busy line verification and busy line verification interrupt service.

c. Information Services Traffic

Each party will route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other party's network over the Local/IntraLATA trunks. Neither party is restricted from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic.

d. Reciprocal Compensation

Compensation for the interconnection is reciprocal with each party paying the other the same amount for each local call that terminates in the other's network. The transport and termination of local traffic will be billed at the rates approved pursuant to the Commission's Order of December 12, 1996, in Case No. U-11156, on an interim basis, until the Commission approves a final rate. Switched access tariff rates will apply to the origination and termination of intraLATA toll traffic.

e. Transit Service

Ameritech will provide Transit Service to WinStar as part of the Agreement for the delivery of certain local and intraLATA toll traffic from other LECs in Michigan to WinStar and from WinStar to other LECs.

f. Unbundled Access to Network Elements

- (1) Unbundled access to network elements is made available under the Agreement at any technically feasible point on rates, terms and conditions that are just and reasonable. Loops which Ameritech Michigan currently offers on an unbundled basis, and additional loops identified in the Agreement, will be offered upon implementation of the Agreement. These loop types include: 2-Wire Analog Voice Grade Loop, 4-Wire Analog Voice Grade Loop, and 2-Wire ISDN Digital Grade Link.

- (2) There are recurring and non-recurring charges for unbundled access. Those charges have been established by the Commission's Order of December 12, 1996, in Case No. U-11156, on an interim basis, and will apply until the Commission approves a final rate.
- (3) Access to additional network elements by either party shall be considered and analyzed, pursuant to a bona fide request. If the bona fide request is technically feasible, the receiving party shall obtain written authorization from the requesting party, determine its availability, develop the requested service, calculate the prices and establish installation intervals.
- (4) The Agreement provides specific performance and service quality requirements for unbundled access to network elements.

g. Resale

- (1) Ameritech shall offer to WinStar for resale at wholesale rates its local exchange telecommunications services, as described in Section 251(c)(4) of the Act, pursuant to the terms and conditions of the Ameritech Resale Local Exchange tariff, until the parties negotiate a superseding resale agreement.
- (2) Each party shall make its telecommunications services as defined in the Act available for resale at retail rates in accordance with Section 251(b)(1) of the Act.

h. Collocation

- (1) Ameritech will provide virtual and/or physical collocation of equipment necessary for interconnection and access to network elements as required by the Act, except only virtual collocation shall be provided where physical collocation is not practical for technical reasons or space limitations, as provided in Section 251(c)(6) of the Act.
- (2) WinStar may, at its discretion, provide physical or virtual collocation pursuant to Ameritech's Network Element Bona Fide Request on rates, terms and conditions in applicable tariffs.
- (3) Upon written request to Ameritech, WinStar shall be permitted to interconnect its network with that of another collocating carrier at Ameritech's premises, if certain conditions are met.



i. Number Portability

The Agreement provides for interim number portability on a reciprocal basis via remote call forwarding, direct inward dialing, and NXX migration. This will allow customers to keep their telephone numbers when they switch service providers. Compensation is mutual and reciprocal. The rates are as approved by the Commission in its December 12, 1996 Order in Case No. U-11155, on an interim basis, and will apply until the Commission approves a final rate. The parties agree to comply with the methodology established by the Commission or the FCC for competitively neutral recovery of the costs to provide interim number portability.

j. Local Dialing Parity

The parties will provide local dialing parity to each other as required by the Act.

k. Access to Rights-of-Way

Each party will provide to the other party access to poles, ducts, conduits and rights-of-way it owns or controls on terms, conditions, and prices comparable to those offered to any other carrier pursuant to applicable tariffs and/or standard agreements in accordance with the Act. In addition if either Party provides access to roof space or riser capacity in a particular building it owns or controls to another party not a party to this agreement, for the provision of radio-based telecommunications services, the Party providing the access shall make the roof space or riser capacity in that same building available to the other Party on non-discriminatory terms, conditions, and prices comparable to those offered to the other party, with the exception of occupancy by pre-existing co-owners of condominium buildings where Ameritech is one of the pre-existing co-owners with another telecommunications services provider.

l. Access to Databases

Ameritech shall provide WinStar with interfaces to access databases necessary for call routing and completion. Access to databases and the appropriate interfaces shall be made available pursuant to bona fide request.

m. Referral Announcement

When a customer changes its service provider from one party to another and does not retain its original phone number, each party

will provide a referral announcement free of charge, which provides details on the customer's new number for the time period required by the Commission's Service Quality Standards, Rule 484.34.

n. Other Services

The parties will continue to provide other services to each other as required by the Act, pursuant to agreements referred to in Section 18.0 of this Agreement.<sup>3</sup>

7. The standards to be applied by the Commission for approval of the Agreement are set forth in Sections 252(e)(1) and (2) of the Act. Since the Agreement is the result of voluntary negotiations between the parties, the Agreement is not subject to review under the standards set forth in Sections 251(b), 251(c), and 252(d) of the Act.

8. Under Sections 252(e)(1) and (2) of the Act, the Commission must approve the Agreement unless the Agreement or a portion thereof: "discriminates against a telecommunications carrier not a party to the Agreement" or "... implementation of such Agreement or portion is not consistent with the public interest, convenience, and necessity".

9. As demonstrated by the accompanying Affidavit of Gregory J. Dunny, the Agreement meets all of the criteria for Commission approval under Sections 252(e)(1) and (2) of the Act.

10. The Agreement is not discriminatory. Ameritech Michigan will make the Agreement available to any other telecommunications carrier operating within Ameritech Michigan licensed service territory on the same terms and conditions in accordance with the applicable non discrimination obligations of the Act. The Agreement will not preclude different arrangements with other providers. Other providers can negotiate their own arrangements with Ameritech Michigan pursuant to the applicable provisions of the Act.

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<sup>3</sup> An agreement for Enhanced 911 Service is attached to this Application as Exhibit B.

11. The Agreement is the product of good faith, private negotiations between competitors. Overall, the Agreement is acceptable to both parties, and it shows that two competitors, negotiating in good faith under the terms of the Act, can arrive at a mutually beneficial business arrangement that meets their individual business interests and furthers the cause of competition in the local exchange market. This is precisely the process Congress envisioned in crafting the Act.<sup>4</sup>

12. The Agreement is consistent with the public interest, convenience and necessity. It is a comprehensive Agreement that tailors the interconnection and service arrangements previously approved by the Commission for facility-based competition to meet the individual needs of the parties, and thereby will promote facility-based local exchange competition - one of the primary purposes of the Act, and a long standing goal of this Commission.

13. The Agreement will enhance WinStar's ability to provide additional residential and business customers in Ameritech Michigan service territory, with a facilities-based competitive alternative for their local exchange service. Under the Agreement, customers will be able to choose WinStar instead of Ameritech Michigan for their local service, they will be able to change companies without changing telephone numbers, and they will be able to call WinStar's customers and customers of other LECs without dialing special codes.

14. Pursuant to MTA Section 203(1) and Section 252(e)(1) of the Act, WinStar and Ameritech Michigan request expedited approval of the

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<sup>4</sup>S. Rep. No. 23, 104th Cong., 1st Sess, at p. 19 ("The Committee intends to encourage private negotiation of interconnection agreements.") The Conference Committee on the Telecommunications Act of 1996 receded to the Senate on Sections 252(a) and (b). See Joint Explanatory Statement of the Committee of Conference at p. 125.

Application without any public hearing or formal solicitation of comments.<sup>5</sup>  
The Application, Affidavit and the Agreement provide the Commission with sufficient information to approve the Agreement under the standards of Section 252(e)(1) and (2) of the Act.

**WHEREFORE**, WinStar and Ameritech Michigan request Commission approval of the Agreement pursuant to MTA Section 203(1) and Section 252(a)(1) of the Act as soon as possible.

Respectfully submitted,

By: Robert Berger  
Robert Berger  
Vice President-Regulatory/Legal  
WinStar

By: Paul LaSchiazza  
Paul LaSchiazza  
Vice President - Regulatory  
Ameritech

DATED: December 18, 1996

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<sup>5</sup>No hearing is required under MTA Section 203 or Section 252 of the Act. Under Section 252(e)(4) of the Act, the Agreement is deemed approved if the state Commission does not act to approve or reject the Agreement within 90 days after submission.

**Exhibit A**  
**Case No. U-11285**

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996**

**Dated as of November 27, 1996**

**by and between**

**AMERITECH INFORMATION INDUSTRY SERVICES,  
a division of Ameritech Services, Inc.  
on behalf of Ameritech Michigan**

**and**

**WINSTAR TELECOMMUNICATIONS, INC.  
on behalf of WinStar Wireless of Michigan, Inc.**

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996**

**Dated as of November 27, 1996**

**by and between**

**AMERITECH INFORMATION INDUSTRY SERVICES,  
a division of Ameritech Services, Inc.  
on behalf of Ameritech Michigan**

**and**

**WINSTAR TELECOMMUNICATIONS, INC.  
on behalf of WinStar Wireless of Michigan, Inc.**

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## LIST OF SCHEDULES AND EXHIBITS

### Schedules

Schedule 1.0	Certain Terms As Defined in the Act
Schedule 3.0	Implementation Schedule

Pricing Schedule

### Exhibits

Exhibit A	Network Element Bona Fide Request
Exhibit B	WinStar/Ameritech Fiber Meet

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the 27th day of November 1996 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Michigan ("Ameritech") and WinStar Telecommunications, Inc., a Delaware corporation with offices at 7799 Leesburg Pike, 401, South, Tysons Corner, VA 22043, on behalf of WinStar Wireless of Michigan, Inc. ("WinStar").

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers.

WHEREAS, WinStar intends to provide Telecommunication Services as a Local Exchange Carrier to business and residential customers in Michigan.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WinStar and Ameritech hereby agree as follows:

**1.0 DEFINITIONS.**

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Schedule 1.0. Schedule 1.0 sets forth the definitions of such terms as of the date specified on such Schedule and neither Schedule 1.0 nor any revision, amendment or supplement thereof which is prepared by the Parties to reflect any amended or additional term set forth in the Act is intended to be a part of or to affect the meaning or interpretation of this Agreement.

**1.1** "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

**1.2** "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

**1.3** "Affiliate" is As Defined in the Act.

**1.4** "Agreement for Switched Access Meet Point Billing" means the Agreement for Switched Access Meet Point Billing dated as of the Effective Date by and between the Parties.

**1.5** "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

**1.6** "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

**1.7** "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

**1.8** "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

**1.9** "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling party.

**1.10** "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" or "Tandems" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

**1.11** "CCS" means one hundred (100) call seconds.

**1.12** "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

**1.13** "Commercial Mobile Radio Service" or "CMRS" is As Defined in the Act.

**1.14** "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection which has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

**1.15** "Commission" or "MPSC" means the Michigan Public Service Commission.

**1.16** "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

**1.17** "Cross Connection" means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

**1.18** "Customer" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

**1.19** "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to place local calls to Telephone Exchange Service Customers of another LEC, without the use of any access code and with no unreasonable dialing delay. "Toll Dialing Parity" means the ability of Telephone Exchange Service Customers of a LEC to have their toll calls (inter or intraLata) routed to a toll carrier (intraLATA or interLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay.

**1.20** "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

**1.21** "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

**1.22** "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

**1.23** "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

**1.24** "Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

**1.25** "Exchange Access" is As Defined in the Act.

**1.26** "FCC" means the Federal Communications Commission.

**1.27** "Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

**1.28** "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octet ("3B1O").

**1.29** "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

**1.30** "Integrated Digital Loop Carrier" means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level .

**1.31** "Interconnection" is As Described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

**1.32** "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

**1.33** "Interim Telecommunications Number Portability" or "INP" is As Described in the Act.

**1.34** "InterLATA" is As Defined in the Act.

**1.35** "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B+D).

**1.36** "IntraLATA Toll Traffic" means all intraLATA calls other than Local Traffic but including interzone calls.

**1.37** "Local Access and Transport Area" or "LATA" is As Defined in the Act.

**1.38** "Local Traffic" means those calls, regardless of whether wireline or wireless, as defined by Ameritech's local calling areas, as described in maps, tariffs, or rate schedules filed with and approved by the Commission as of the date of this Agreement; provided that, during the term of this Agreement, in no event shall a Local Traffic call be more than the local calling areas as defined on the Effective Date.

**1.39** "Local Exchange Carrier" or "LEC" is As Defined in the Act.

**1.40** "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

**1.41** "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

**1.42** "Main Distribution Frame" means the distribution frame of the Housing Party used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

**1.43** "Meet-Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service as agreed to in the Agreement for Switched Access Meet Point Billing.

**1.44** "Network Element" is As Defined in the Act.

**1.45** "Network Element Bona Fide Request" means the process described on Exhibit A that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

**1.46** "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

**1.47** "Number Portability" is As Defined in the Act.

**1.48** "NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number.

**1.49** "Party" means either Ameritech or WinStar, and "Parties" means Ameritech and WinStar.

**1.50** "Rate Center" means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center. Rate Centers will be identical for each Party until such time as WinStar is permitted by an appropriate regulatory body to create its own Rate Centers within an area.

**1.51** "Reciprocal Compensation " is As Described in the Act.

**1.52** "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100 (the "Bellcore Practice"), the Routing Point (referred to as the "Rating Point" in such Bellcore Practice) may be an End Office Switch location, or a "LEC Consortium Point of Interconnection." Pursuant to such Bellcore Practice, each "LEC Consortium Point of Interconnection" shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.



**1.53** "Service Control Point" or "SCP" means a Signaling End Point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

**1.54** "Signaling End Point" or "SEP" means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

**1.55** "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between SEPs. An STP transmits, receives and processes CCIS messages.

**1.56** "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

**1.57** "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

**1.58** "Technically Feasible Point" is As Described in the Act.

**1.59** "Telecommunications" is As Defined in the Act.

**1.60** "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

**1.61** "Telecommunications Carrier" is As Defined in the Act.

**1.62** "Telecommunications Service" is As Defined in the Act.

**1.63** "Telephone Exchange Service" is As Defined in the Act.

**1.64** "Telephone Toll Service" is As Defined in the Act.

**1.65** "Unbundled Local Switching Ports" means the unbundled connection to a switch and the switching functionality, including dial tone. The types of Unbundled Local Switching Ports are set forth in Section 9.0.